04-20-2000



SHEET LY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To The Honorable Commissioner: co

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d the attached original documents or

ppy thereof.	
Name of conveying party(ies): Name: <u>KRAFT FOODS, INC.</u> Address: <u>THREE LAKES DRIVE</u>	Name and address of receiving party(ies): Name: KRAFT FOODS HOLDINGS, INC. Address: THREE LAKES DRIVE
City: NORTHFIELD State: IL Zip: 60093	City: NORTHFIELD State: IL Zip: 60093
Individual(s) General Partnership Corporation-State of: DELAWARE Other: Association Limited Partnership Corporation-State of: DELAWARE	Individual(s) General Partnership X Corporation-State of: DELAWARE Other:
Additional name(s) of conveying party(ies) attached? Yes No	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Nature of Conveyance: X Assignment Merger Security Agreement Change of Name	(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached? Yes No
Security Agreement Change of Name Other	
Execution Date: March 15 2000	
 Application number(s) or registration number(s): A. Trademark Application No.(s) 75/777.820 	B. Trademark Registration No.(s)
Name and address of party to whom correspondence	6. Total number of applications and registrations invoiced: 1
concerning document should be mailed: Name: Susasn H. Frohling	7. Total fee (37 CFR 3.41): \$ 40.00 \$40 for one mark; \$25 each additional
Company: KRAFT FOODS Street Address: Three Lakes Drive City: Northfield State: IL Zip: 60093	Enclosed X Authorized to be charged to deposit account #11-1650 if any additional fees are required.
	8. Deposit account number: 11-1650
	(Attach duplicate copy of this page if paying by deposit account)
true copy of the original document. Name of Person Signing Sandra J. Storto	ng information is true and correct and any attached copy is
Signature Zandia Louto Total number of pages comprising cover sheet:	Date: 3/15/10 1
	98./

ASSIGNMENT OF TRADEMARK

WHEREAS, Kraft Foods, Inc. ("Assignor"), is the owner of the trademark listed on Schedule A, attached hereto and incorporated herein by reference (the "Trademark"); and

WHEREAS, Kraft Foods Holdings, Inc. ("Assignee") desires to acquire the entire right, title and interest in, to and under said Trademark, including the right to bring actions for infringement of the Trademark occurring prior to the date of this Assignment,

NOW THEREFORE, for good and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Trademark, together with the goodwill of the business symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

All Trademarks, either present or future, which are unassignable by Assignor, whether at law or by contract or otherwise, or which if assigned would cause Assignor to be in breach of the terms of a contract, or would result in a taxable event if transferred, shall not be assigned, and are not assigned to Assignee by this instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of March 15 , 2000.

KRAFT FOODS, INC.

By: Nheit L. Herst

Its: **Assistant Secretary**

STATE OF ILLINOIS COUNTY OF COOK

On this 15 to day of 11/arch, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared Robert L. Herst, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed. WITNESS my hand and seal the day and year last above given.

SANDRA J STORTO

SCHEDULE A

<u>Trademark</u> <u>Serial No.</u> <u>Filing Date</u>

RECORDED: 03/22/2000

KOOLPOINTS 75/777,820 August 17, 1999